# Odoo Enterprise Subscription Agreement

By subscribing to the Odoo Enterprise services (the "Services") provided by Odoo SA and its affiliates (collectively, "Odoo SA") in relation with Odoo Enterprise Edition or Odoo Community Edition (the "Software"), hosted on Odoo SA's Cloud platforms (the "Cloud Platform") or on-premises ("Self-Hosting"), you (the "Customer") are agreeing to be bound by the following terms and conditions (the "Agreement").

## 1 Term of the Agreement

The duration of this Agreement (the "Term") shall be specified in writing on conclusion of this Agreement, beginning on the date of conclusion. It is automatically renewed for an equal Term, unless either party provides a written notice of termination minimum 30 days before the end of the Term to the other party.

## 2 Definitions

**User** Any user account indicated as active in the Software, with access to creation and/or edition mode. Deactivated user accounts and accounts used by external people (or systems) who only have limited access to the Software through the portal facilities (known as "portal Users") are not counted as Users.

**App** An "App" is a specialized group of features available for installation in the Software.

**Odoo Partner** An Odoo Partner is a third-party company or individual, chosen by the Customer, and working with the Customer for their Odoo related services. The Customer can decide at any time to work with a different Odoo Partner, or to work with Odoo SA directly (subject to prior notice).

**Extra Module** An extra module is a directory of source code files, or a set of Python-based customizations created in a database (e.g. with Odoo Studio), that adds features or changes the standard behavior of the Software. It may have been developed by the Customer, by Odoo SA, by an Odoo Partner on behalf of the Customer, or by third parties.

**Covered Extra Module** A Covered Extra Module is an Extra Module for which the Customer chooses to pay a maintenance fee in order to get support, upgrade and bug fixing services.

**Bug** Is considered a Bug any failure of the Software or of a Covered Extra Module that results in a complete stop, error traceback or security breach, and is not directly caused by a defective installation or configuration. Non-compliance with specifications or requirements will be considered as Bugs at the discretion of Odoo SA (typically, when the Software does not produce the results or performance it was designed to produce, or when a country-specific feature does not meet legal accounting requirements anymore).

**Covered Versions** Unless specified otherwise, the Services provided under this Agreement are applicable only to the Covered Versions of the Software, which include the 3 most recently released major versions.

**Subscription Plan** A Subscription Plan defines a set of Apps, features and hosting solutions covered by this Agreement, and is defined in writing at the conclusion of this Agreement.

# 3 Access to the Software

The Customer can use the Software hosted on the Cloud Platform, or choose the Self-Hosting option. The Cloud Platform is hosted and fully managed by Odoo SA, and accessed remotely by the Customer. With the Self-Hosting option, the Customer instead hosts the Software on computer systems of their choice, that are not under the control of Odoo SA.

For the duration of this Agreement, Odoo SA gives the Customer a non-exclusive, non-transferable license to use (execute, modify, execute after modification) the Odoo Enterprise Edition software, under the terms set forth in *9 Appendix A: Odoo Enterprise Edition License*.

The Customer agrees to take all necessary measures to guarantee the unmodified execution of the part of the Software that verifies the validity of the Odoo Enterprise Edition usage and collects statistics for that purpose, including but not limited to the running of an instance, the number of Users, the installed Apps, and the number of lines of code of Covered Extra Modules.

Odoo SA commits not to disclose individual or named figures to third parties without the consent of the Customer, and to deal with all collected data in compliance with its official Privacy Policy, published at https://www.odoo.com/privacy.

Upon expiration or termination of this Agreement, this license is revoked immediately and the Customer agrees to stop using the Odoo Enterprise Edition software and the Cloud Platform.

Should the Customer breach the terms of this section, the Customer agrees to pay Odoo SA an extra fee equal to 300% of the applicable list price for the actual number of Users.

# 4 Services

## 4.1 Bug Fixing Service

For the duration of this Agreement, Odoo SA commits to making all reasonable efforts to remedy any Bug of the Software and Covered Extra Modules submitted by the Customer through the appropriate channel (typically, the web form or phone numbers listed on odoo.com/help (https://www.odoo.com/help), or when working with an Odoo Partner, the channel provided by the partner), and to start handling such Customer submissions within 2 business days.

As soon as the Bug is fixed an appropriate remedy will be communicated to the Customer. If the Customer is using a Covered Version, they will not be asked to upgrade to a more recent Covered Version of the Software as a remedy to a Bug.

When a Bug is fixed in any Covered Version, Odoo SA commits to fixing the Bug in all more recent Covered Versions of the Software.

Both parties acknowledge that as specified in the license of the Software and in the *7.3 Limitation of Liability* section of this Agreement, Odoo SA cannot be held liable for Bugs in the Software or in Covered Extra Modules.

## 4.2 Security Updates Service

### Self-Hosting

For the duration of this Agreement, Odoo SA commits to sending a "Security Advisory" to the Customer for any security Bug that is discovered in the Covered Versions of the Software (this excludes Extra Modules), at least 2 weeks before making the Security Advisory public, unless the Bug has already been disclosed publicly by a third party. Security Advisories include a complete description of the Bug, its cause, its possible impacts on the Customer's systems, and the corresponding remedy for each Covered Version.

The Customer understands that the Bug and the information in the Security Advisory must be treated as Confidential Information as described in *6.4 Confidentiality* during the embargo period prior to the public disclosure.

### Cloud Platform

Odoo SA commits to apply the security remedies for any security Bug discovered in a version of the Software hosted on the Cloud Platform, on all systems under its control, as soon as the remedy is available, without requiring any manual action of the Customer.

## 4.3 Upgrade Services

### Upgrade Service for the Software

For the duration of this Agreement, the Customer can submit upgrade requests through the appropriate channel (typically Odoo SA's upgrade service website), in order to convert a database of the Software from any version of the Software to a more recent Covered Version (the "Target Version").

For the Cloud Platform, upgrade requests are submitted directly from the control panel of the Cloud Platform, and do not require any data upload. For Self-Hosting, upgrade requests must include a copy of the Customer's database and the associated data (typically obtained from the Backup menu of the Software).

This service provided through an automated platform in order to allow the Customer to perform unattended upgrades once a previous version of the Customer's database has been successfully upgraded for a Covered Version.

The Upgrade Service is limited to the technical conversion and adaptation of the Customer's database to make it compatible with the Target Version, the correction of any Bug directly caused by the upgrade operation and not normally occurring in the Target Version, and the conversion of the source code and data of Covered Extra Modules for the Target Version.

It is the responsibility of the Customer to verify and validate the upgraded database in order to detect Bugs, to analyze the impact of changes and new features implemented in the Target Version, and to convert and adapt for the Target Version any third-party extensions of the Software that were installed in the database before the upgrade (e.g. non-convered Extra Modules). The Customer may submit multiple upgrade requests for a database, until an acceptable result is achieved.

## 4.4 Cloud Hosting Services

For the duration of this Agreement, when the Customer chooses to use the Cloud Platform, Odoo SA commits to providing at least the following services:

- Choice of multiple hosting regions (minimum 3: Europe, America, Asia/Pacific)
- Hosting in Tier-III data centers or equivalent, with 99.9% network uptime
- Grade A SSL (HTTPS) Encryption of communication
- Fully automated, verified backups, replicated in multiple regions
- Disaster Recovery Plan, tested regularly

The details of the Cloud Hosting Services are described on the Service Level Agreement page at https://www.odoo.com/cloud-sla.

## 4.5 Support Services

### Scope

For the duration of this Agreement, the Customer may open an unlimited number of support tickets free of charge, exclusively for questions regarding Bugs (see *4.1 Bug Fixing Service*) or guidance with respect to the use of the standard features of the Software and Covered Extra Modules.

Other assistance requests, such as questions related to development or customizations may be covered through the purchase of a separate service agreement. In case it's not clear if a request is covered by this Agreement, the decision is at the discretion of Odoo SA.

### Availability

Tickets can be submitted via the web form or phone numbers listed on odoo.com/help (https://www.odoo.com/help), or when working with an Odoo Partner, the channel provided by the partner, subject to local opening hours.

## 4.6 Working with an Odoo Partner

For bug fixes, support and upgrade services, the Customer may either work with an Odoo Partner as the main point of contact, or work with Odoo SA directly.

If the Customer decides to work with an Odoo Partner, Odoo SA will subcontract services related to the Covered Extra Modules to the Odoo Partner, who becomes the main point of contact of the customer. The Odoo Partner may contact Odoo SA on behalf of the customer for second-level assistance with regard to standard features of the Software.

If the Customer decides to work with Odoo SA directly, services related to Covered Extra Modules are provided *if and only if* the Customer is hosted on the Odoo Cloud Platform.

# 5 Charges and Fees

## 5.1 Standard charges

The standard charges for the Odoo Enterprise subscription and the Services are based on the number of Users and the Subscription Plan used by the Customer, and specified in writing at the conclusion of the Agreement.

When during the Term, the Customer has more Users or uses features that require another Subscription Plan than specified at the time of conclusion of this Agreement, the Customer agrees to pay an extra fee equivalent to the applicable list price (at the time of the deviation from the specified number of Users or Subscription Plan) for the additional Users or the required Subscription Plan, for the remainder of the Term.

In addition, services for Covered Extra Modules are charged based on the number of lines of code in these modules. When the Customer opts for the maintenance of Covered Extra Modules, the charge is a monthly fee per 100 lines of code (rounded up to the next hundred), as specified in writing at the conclusion of the Agreement. Lines of code will be counted with the `cloc` command of the Software, and include all text lines in the source code of those modules, regardless of the programming language (Python, Javascript, XML, etc.), excluding blank lines, comment lines and files that are not loaded when installing or executing the Software.

When the Customer requests an upgrade, for each Covered Extra Module that has not been covered by a maintenance fee for the last 12 months, Odoo SA may charge a one-time extra fee for each missing month of coverage.

## 5.2 Renewal charges

Upon renewal as covered in section *1 Term of the Agreement*, if the charges applied during the previous Term are lower than the most current applicable list price, these charges will increase by up to 7%.

## 5.3 Taxes

All fees and charges are exclusive of all applicable federal, provincial, state, local or other governmental taxes, fees or charges (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with purchases made by the Customer under this Agreement, except when Odoo SA is legally obliged to pay or collect Taxes for which the Customer is responsible.

# 6 Conditions of Services

## 6.1 Customer Obligations

The Customer agrees to:

- pay Odoo SA any applicable charges for the Services of the present Agreement, in accordance with the payment conditions specified at the signature of this contract ;

- immediately notify Odoo SA when their actual number of Users exceeds the number specified at the conclusion of the Agreement, and in this event, pay the applicable additional fee as described in section *5.1 Standard charges*;

- take all measures necessary to guarantee the unmodified execution of the part of the Software that verifies the validity of the Odoo Enterprise Edition usage, as described in *3 Access to the Software* ;

- appoint 1 dedicated Customer contact person for the entire duration of the Agreement;

- provide written notice to Odoo SA 30 days before changing their main point of contact to work with another Odoo Partner, or to work with Odoo SA directly.

When the Customer chooses to use the Cloud Platform, the Customer further agrees to:

- take all reasonable measures to keep their user accounts secure, including by choosing a strong password and not sharing it with anyone else;

- make a reasonable use of the Hosting Services, to the exclusion of any illegal or abusive activities, and strictly observe the rules outlined in the Acceptable Use Policy published at https://www.odoo.com/acceptable-use.

When the Customer chooses the Self-Hosting option, the Customer further agrees to:

- take all reasonable measures to protect Customer's files and databases and to ensure Customer's data is safe and secure, acknowledging that Odoo SA cannot be held liable for any data loss;

- grant Odoo SA the necessary access to verify the validity of the Odoo Enterprise Edition usage upon request (e.g. if the automatic validation is found to be inoperant for the Customer).

## 6.2 No Soliciting or Hiring

Except where the other party gives its consent in writing, each party, its affiliates and representatives agree not to solicit or offer employment to any employee of the other party who is involved in performing or using the Services under this Agreement, for the duration of the Agreement and for a period of 12 months from the date of termination or expiration of this Agreement. In case of any breach of the conditions of this section that leads to the termination of said employee toward that end, the breaching party agrees to pay to the other party an amount of EUR (€) 30 000.00 (thirty thousand euros).

## 6.3 Publicity

Except where notified otherwise in writing, each party grants the other a non-transferable, non-exclusive, royalty free, worldwide license to reproduce and display the other party's name, logos and trademarks, solely for the purpose of referring to the other party as a customer or supplier, on websites, press releases and other marketing materials.

## 6.4 Confidentiality

**Definition of "Confidential Information":** All information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. In particular any information related to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party should be regarded as confidential.

For all Confidential Information received during the Term of this Agreement, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar Confidential Information, but not less than reasonable care.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted by law.

## 6.5 Data Protection

**Definitions** "Personal Data", "Controller", "Processing" take the same meanings as in the Regulation (EU) 2016/679 and the Directive 2002/58/EC, and any regulation or legislation that amends or replaces them (hereafter referred to as "Data Protection Legislation")

### Processing of Personal Data

The parties acknowledge that the Customer's database may contain Personal Data, for which the Customer is the Controller. This data will be processed by Odoo SA when the Customer instructs so, by using any of the Services that require a database (e.g. the Cloud Hosting Services or the Database Upgrade Service), or if the Customer transfers their database or a part of their database to Odoo SA for any reason pertaining to this Agreement.

This processing will be performed in conformance with Data Protection Legislation. In particular, Odoo SA commits to:

- (a) only process the Personal Data when and as instructed by the Customer, and for the purpose of performing one of the Services under this Agreement, unless required by law to do so, in which case Odoo SA will provide prior notice to the Customer, unless the law forbids it ;

- (b) ensure that all persons within Odoo SA authorised to process the Personal Data have committed themselves to confidentiality ;

- (c) implement and maintain appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure ;

- (d) forward promptly to the Customer any Data Protection request that was submitted to Odoo SA with regard to the Customer's database ;

- (e) notify the Customer promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data ;

- (f) notify the Customer if the processing instructions infringe applicable Data Protection Legislation, in the opinion of Odoo SA;

- (g) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Legislation, allow for and contribute reasonably to audits, including inspections, conducted or mandated by the Customer;

- (h) permanently delete all copies of the Customer's database in possession of Odoo SA, or return such data, at the Customer's choice, upon termination of this Agreement, subject to the delays specified in Odoo SA's Privacy Policy (https://www.odoo.com/privacy) ;

With regard to points (d) to (f), the Customer agrees to provide Odoo SA with accurate contact information at all times, as necessary to notify the Customer's Data Protection responsible.

### Subprocessors

The Customer acknowledges and agrees that in order to provide the Services, Odoo SA may use third-party service providers (Subprocessors) to process Personal Data. Odoo SA commits to only use Subprocessors in compliance with Data Protection Legislation. This use will be covered by a contract between Odoo SA and the Subprocessor that provides guarantees to that effect. Odoo SA's Privacy Policy, published at https://www.odoo.com/privacy provides up-to-date information regarding the names and purposes of Subprocessors currently in use by Odoo SA for the execution of the Services.

## 6.6 Termination

In the event that either Party fails to fulfill any of its obligations arising herein, and if such breach has not been remedied within 30 calendar days from the written notice of such breach, this Agreement may be terminated immediately by the non-breaching Party.

Further, Odoo SA may terminate the Agreement immediately in the event the Customer fails to pay the applicable fees for the Services within 21 days following the due date specified on the corresponding invoice, and after minimum 3 reminders.

**Surviving Provisions:** The sections "*6.4 Confidentiality*", "*7.2 Disclaimers*", "*7.3 Limitation of Liability*", and "*8 General Provisions*" will survive any termination or expiration of this Agreement.

# 7 Warranties, Disclaimers, Liability

## 7.1 Warranties

Odoo SA owns the copyright or an equivalent[1] on 100% of the code of the Software, and confirms that all the software libraries required to use the Software are available under a licence compatible with the licence of the Software.

For the duration of this Agreement, Odoo SA commits to using commercially reasonable efforts to execute the Services in accordance with the generally accepted industry standards provided that:

- the Customer's computing systems are in good operational order and, for Self-Hosting, that the Software is installed in a suitable operating environment;

- the Customer provides adequate troubleshooting information and, for Self-Hosting, any access that Odoo SA may need to identify, reproduce and address problems;

- all amounts due to Odoo SA have been paid.

The Customer's sole and exclusive remedy and Odoo SA's only obligation for any breach of this warranty is for Odoo SA to resume the execution of the Services at no additional charge.

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[1] External contributions are covered by a Copyright License Agreement (https://www.odoo.com/cla) that provides a permanent, free and irrevocable, copyright and patent licence to Odoo SA.

### 7.2 Disclaimers

Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

Odoo SA does not warrant that the Software complies with any local or international law or regulations.

### 7.3 Limitation of Liability

To the maximum extent permitted by law, the aggregate liability of each party together with its affiliates arising out of or related to this Agreement will not exceed 50% of the total amount paid by the Customer under this Agreement during the 12 months immediately preceding the date of the event giving rise to such claim. Multiple claims shall not enlarge this limitation.

In no event will either party or its affiliates be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, profits, savings, loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement regardless of the form of action, whether in contract, tort or otherwise, even if a party or its affiliates have been advised of the possibility of such damages, or if a party or its affiliates' remedy otherwise fails of its essential purpose.

### 7.4 Force Majeure

Neither party shall be liable to the other party for the delay in any performance or failure to render any performance under this Agreement when such failure or delay finds its cause in a case of *force majeure*, such as governmental regulations, fire, strike, war, flood, accident, epidemic, embargo, appropriation of plant or product in whole or in part by any government or public authority, or any other cause or causes, whether of like or different nature, beyond the reasonable control of such party as long as such cause or causes exist.

## 8 General Provisions

### 8.1 Governing Law

This Agreement and all Customer orders will be subject to Belgian law. Any dispute arising out of or in connection with this Agreement or any Customer order will be subject to the exclusive jurisdiction of the Nivelles Business Court.

### 8.2 Severability

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement and any application thereof shall be in no way thereby affected or impaired. Both parties undertake to replace any invalid, illegal or unenforceable provision of this Agreement by a valid provision having the same effects and objectives.

# 9 Appendix A: Odoo Enterprise Edition License

Odoo Enterprise Edition is licensed under the Odoo Enterprise Edition License v1.0, defined as follows:

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Odoo Enterprise Edition License v1.0

This software and associated files (the "Software") can only be used (executed,
modified, executed after modifications) with a valid Odoo Enterprise
Subscription for the correct number of users.

With a valid Partnership Agreement with Odoo S.A., the above permissions are
also granted, as long as the usage is limited to a testing or development
environment.

You may develop Odoo modules based on the Software and distribute them
under the license of your choice, provided that it is compatible with the
terms of the Odoo Enterprise Edition License (For example: LGPL, MIT, or
proprietary licenses similar to this one).

You may use Odoo modules published under any license along with the
Software, provided that their license is compatible with the terms of the
Odoo Enterprise License (Including, but not limited to, any module
published on the Odoo Apps Store on odoo.com/apps)

It is forbidden to publish, distribute, sublicense, or sell copies of the
Software or modified copies of the Software.

The above copyright notice and this permission notice must be included in
all  copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR
IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY,
FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT. IN NO EVENT SHALL
THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM,DAMAGES OR OTHER
LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE,ARISING
FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER
DEALINGS IN THE SOFTWARE.
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